

Exhibit B
2009
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
LASSEN NATIONAL FOREST
SHASTA-TRINITY NATIONAL FOREST
and
SHASTA COUNTY FIRE DEPARTMENT

ANNUAL OPERATING PLAN

The PARTIES will meet annually, prior to the initiation of fire season to review and update, if necessary, the Annual Operating Plan (AOP). This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP will include protection area maps for all PARTIES, current rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and be a part of the Agreement. This AOP takes effect on June 01, 2009, and will remain in effect until superseded by a new AOP or upon expiration of the agreement.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both DEPARTMENT and FOREST SERVICE suppression resources that are identified in each PARTY'S Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting PARTY will not be required to reimburse the Supporting PARTY for initial attack actions taking place in these areas within the first 3 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire.

CLOSEST FORCES

The DEPARTMENT and the FOREST SERVICE agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires" is in the best interest of both PARTIES. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting PARTY will request the most appropriate resource to aid in the suppression of a wildfire.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The PARTIES agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the PARTIES' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the PARTIES agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

SHARING FREQUENCIES

The DEPARTMENT agrees to authorize use by the FOREST SERVICE of the following frequencies:
See Attachment A.

These frequencies will be used for fire/emergency only within or adjacent to the DEPARTMENT'S responsibility area.

The FOREST SERVICE agrees to authorize use by the DEPARTMENT of the following frequencies:
See Attachment A.

These frequencies will be used for fire/emergency only within or adjacent to the FOREST SERVICE'S responsibility area.

OPERATIONAL & DUTY OFFICER CONTACTS

DEPARTMENT DUTY OFFICER CONTACT

Mike Chuchel
Shasta County Fire Chief
(530) 225-2418

Fred Tulley
Division Chief
(530) 225-2418

SHASTA-TRINITY NATIONAL FOREST DUTY OFFICER CONTACT

Ernst Little
Division Chief
(530) 242-5540

Scott Lucas
Battalion Chief
(530) 242-5541

SHASTA-TRINITY NATIONAL FOREST LINE OFFICER CONTACT

Kristy Cottini
District Ranger
(530) 275-1857

LASSEN NATIONAL FOREST DUTY OFFICER CONTACT

Lorene Guffey
Forest Fire Chief
(530) 252-6630

Christi Whitcome
Deputy Forest Fire Chief
(530) 252-6631

LASSEN NATIONAL FOREST LINE OFFICER CONTACT

Kit Mullen
District Ranger
(530) 336-3310

RATES FOR FEDERAL EXCESS PERSONAL PROPERTY PROGRAM - FEPP

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a FOREST SERVICE incident, the DEPARTMENT will only charge the FOREST SERVICE for operating costs that include maintenance, fuel, and oil. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

THE USE OF TRAINEES

Both PARTIES agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT. All other Department trainees that are not pre-approved will be the cost responsibility of the Department when assigned to incidents.

REIMBURSEMENT RATES AND METHODOLOGY

Reimbursement for personnel will be based on personnel rates on file with the California Emergency Management Agency (Cal EMA/OES). Personnel at Battalion Chief rank and below will be reimbursed at 1.5 times the rates in the Cal EMA/OES file. Personnel above the rank of Battalion Chief will be reimbursed at the straight-time rate in the Cal EMA/OES file. All personnel will be reimbursed portal-to-portal.

Reimbursement for equipment will be based upon the CFAA Rate Letter. The protecting agency will provide fuel and lubricants while the equipment is on the incident. The supporting agency will provide fuel and lubricants while the equipment is en route to the incident and while returning to the home unit.

EQUIPMENT & FIREFIGHTER PAY RATES AND CLASSIFICATION

(Per California Fire Assistance Agreement)

2009

AVERAGE ACTUAL RATES:

| | |
|---------------------|------------------|
| Firefighter: | \$11.72 per hour |
| Apparatus Engineer: | \$13.66 per hour |
| Engine Captain: | \$13.66 per hour |
| Co. Officer: | \$13.66 per hour |
| Battalion Chief: | \$13.66 per hour |
| Division Chief: | \$13.66 per hour |
| Asst. Chief: | \$13.66 per hour |
| Deputy Chief: | \$13.66 per hour |
| Chief: | \$13.66 per hour |

NOTE: "Fill in" rates that are currently published at the time of AOP development. Rates are subject to change as periodically published at the time of the incident. Rates are shown as straight time, but will be reimbursed at an overtime rate of time and one half.

APPARATUS

Engine Company staffing shall not be less than three (3) or a reimbursable maximum of four (4). FOREST SERVICE will reimburse based on the actual classifications of personnel responding, not to exceed one (1) company officer, one (1) apparatus operator, and one (1) or two (2) firefighters. Water Tenders shall be a reimbursable maximum of two (2) apparatus operators.

| GALLONS PER MINUTE | HOURLY RATE |
|-------------------------------|------------------------|
| 1-1000 | \$75.00 |
| 1001-1250 | \$90.00 |
| 1251-1500 | \$95.00 |
| 1501-2000 | \$105.00 |

SUPPORT EQUIPMENT RATES

Government Owned Vehicles

| | |
|--------|-----------------|
| Sedan | \$45.00 per day |
| Pickup | \$56.00 per day |
| Van | \$64.00 per day |
| SUV | \$80.00 per day |
| Other | \$80.00 per day |

Privately Owned Vehicles \$0.505 per mile

ADMINISTRATIVE RATE

Either PARTY may assess an administrative rate to reimbursable costs related to this agreement. The accepted methodology for computing the administrative rate is the Office of Management and Budget's "Cost Principles for State, Local and Indian Tribal Governments" OMB circular A-87 (60 FR 26484, dated May 17th, 1995). The DEPARTMENT will submit a draft administrative rate to the FOREST SERVICE for approval.

This DEPARTMENT rate during the effective date of this AOP will be: 21.43%

The FOREST SERVICE will assess an administrative rate to reimbursable costs related to this agreement. This administrative rate during the effective date of this AOP will be: 7.7%

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to the following addresses as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Address of Forest Service:

USFS Forest Service
Shasta-Trinity National Forest
Attn: Fire Management
3644 Avtech Parkway
Redding, Ca 96002

USFS Forest Service
Lassen National Forest
Attn: Judy Maddox, Budget Officer
2550 Riverside Drive
Susanville, CA 96130

Address of Fire Department:

Shasta County Fire Department
875 Cypress Avenue
Redding, Ca 96001

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones and cell phone charges
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

EQUIPMENT INSPECTIONS

Identified DEPARTMENT equipment will be inspected and documented annually by the DEPARTMENT fleet manager or designee prior to use. In no event will an inspection be accepted that is older than 12 months.

The following equipment will be inspected annually:

- Water Tenders
- Engines

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each PARTY'S policy. Extension of assignments beyond the Supporting PARTY'S policy may be requested. It is the responsibility of the Protecting PARTY to request relief personnel in advance of the Supporting PARTY'S policy time limit. The Protecting PARTY is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the DEPARTMENT and FOREST SERVICE agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both PARTIES agree to honor the minimum length of assignments guidelines.

REST AND RECUPERATION

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. DEPARTMENT personnel assigned to a FOREST SERVICE incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the DEPARTMENT wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

FIRE PREVENTION

SMOKEY BEAR PROGRAM The PARTIES will cooperate in the delivery of Smokey Bear programs.

LOCAL EDUCATION PROGRAMS The PARTIES agree to cooperatively conduct local school and other fire prevention education programs.

LOCAL EVENTS The PARTIES agree to cooperatively conduct fire prevention programs at local community events.

BURNING AND CAMPFIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director of CDF. If both PARTIES' personnel are authorized to issue campfire and burning permits by CDF, both PARTIES agree to issue burning and campfire permits for each others DPAs. Both PARTIES agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each PARTY.

POSSESSION OF AGREEMENT AND AOP ON INCIDENTS

On incidents, the Supporting PARTY shall furnish the Protecting PARTY, upon demand, a signed copy of the Agreement and current AOP.

APPROVAL:

IN WITNESS WHEREOF, the PARTIES have executed this Annual Operating Plan as of the last date written below:




J. Sharon Heywood
SHASTA-TRINITY FOREST SUPERVISOR



Mike Chuchel
DEPARTMENT CHIEF

30 Jul 09
Date

8/5/09
Date



Kathleen S. Morse
LASSEN FOREST SUPERVISOR

8/4/09
Date



Kellie Hamilton
FOREST SERVICE GRANTS AND
AGREEMENTS SPECIALIST

7/29/09
Date

also for
Janice Bishop, Lassen
Per phone call
7/29/09

Attachment A

SHASTA-TRINITY NATIONAL FOREST FREQUENCIES:

| KING RADIO -- FREQUENCY ALLOCATION | | | | | | | |
|------------------------------------|----------|-------------------------------|---------|----------|---------|----------------------|------------|
| Group 5 -- Battalion 5 | | | | | | | |
| CH | ALPHA ID | USE | RECEIVE | TRANSMIT | TONE(s) | GROUP(s) | BAND-WIDTH |
| 1 | SHU-R | Shasta-Trinity Unit- Repeater | 151.160 | 159.270 | | 1-7 | W |
| 2 | SHF-R | Shasta-Trinity NF- Repeater | 171.575 | 169.100 | 1-16 | 1-7,12,14,15 | N |
| 3 | SLMU | Shasta Lake Net | 169.875 | 169.875 | 7 | 5,15 | N |
| 4 | CDF C 1 | CDF Command 1- Repeater | 151.355 | 159.300 | 1-16 | 1,2,5,7,9,10,11,13 | W |
| 5 | CDF T 9 | CDF Tac-9 | 151.385 | 151.385 | | 4,5,13 | W |
| 6 | CDF T11 | CDF Tac-11 | 151.445 | 151.445 | | 2-5,11,13 | W |
| 7 | CDF T12 | CDF Tac 12 | 151.460 | 151.460 | | 2-5,11,13 | W |
| 8 | OLD MED | Med Alpha (Old Med Net) | 155.340 | 155.340 | | 1,3,4,5,14,15 | W |
| 9 | CALCORD | Cal Cord | 156.075 | 156.075 | | 3,4,5,7,8,14,15 | W |
| 10 | SERV-R | Service Net- Repeater | 164.125 | 164.825 | 1,4,6 | 1,2,5,6,14,15 | N |
| 11 | NIFC T1 | NIFC Tac-1 | 168.050 | 168.050 | | 1-6,8-11,14,15 | N |
| 12 | NIFC T2 | NIFC Tac-2 | 168.200 | 168.200 | | 1-11,14,15 | N |
| 13 | NIFC T3 | NIFC Tac-3 | 168.600 | 168.600 | | 1,2,4-6,8,9,11,14,15 | N |
| 14 | R5 A/G | R-5 Air to Ground | 170.000 | 170.000 | | 1-6, 8-11,14,15 | N |
| 15 | CDF A/G | CDF Air to Ground (RED NET) | 151.220 | 151.220 | | 3,4,5,7,9,11,13 | W |
| 16 | SKU-R | Siskiyou Unit- Repeater | 151.325 | 159.360 | 1-16 | 5,6,7 | W |

LASSEN NATIONAL FOREST FREQUENCIES

Command Nets: 171.475 Tx 172.225 Rx **Name:** LNF RPT
 164.9125 Tx 169.3950 Rx **Name:** ADMIN RPT

Tactical Nets: 168.200 Tx 168.200 Rx **Name:** Nifc Tac 2
 168.050 Tx 168.050 Rx **Name:** Nifc Tac 1
 168.600 Tx 168.600 Rx **Name:** Nifc Tac 3
 164.150 Tx 164.150 Rx **Name:** R5 Project
 170.000 Tx 170.000 Rx **Name:** Air to Ground